TERMS OF USE

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Accessibility. Our commitment to each Customer experience starts with making banking accessible to every Customer. We are committed to meeting our Customers' needs. For more information on accessibility, please visit https://www.tdbank.com/aboutus/accessibility.html

Can You Submit or Post Information through or on the Site? We may, at our sole discretion, provide functionality through the Site that allows you to provide us information or materials, as well as, post comments or other items regarding our products and services, including feedback data, suggestions, and questions (collectively, "Submissions"). You must be eighteen (18) years old to use Submissions.

What Restrictions Apply to Submissions? Unless otherwise instructed by us, you will not use Submissions to submit or post any personal information about yourself or third parties (e.g. addresses, phone numbers, email addresses, or financial information, such as account numbers). You will also not use Submissions to submit or post: (1) any abusive, defamatory, dishonest, or obscene information; (2) any materials that are deemed to contain advertisements, "spam," or links to third party sites; or (3) third party materials or infringing materials. Doing so may result in the termination of your ability to use Submissions or the Site. We reserve the right, in our sole discretion and without notice, to remove Submissions that do not adhere to these Terms.

What Happens to Your Submissions? Any Submissions you provide shall become property of TD Bank, and you hereby assign and transfer all your rights in your Submissions to TD Bank. Your Submissions, and our collection and use of your Submissions, is subject to our Online Privacy Code and Privacy Notice(s) provided on the Site. We shall have no additional obligations with respect to such Submissions and shall be free to use Submissions in any way and for any purpose.

In the event the above transfer of ownership rights in a Submission to TD Bank fails for any reason, you hereby grant to TD Bank a non-exclusive, worldwide, perpetual, irrevocable, fully paid-up, royalty free, fully sublicensable and transferrable right and license:

a) to reproduce, use, disclose, exhibit, publish, display, transform, modify, create derivative works and distribute the Submission to others without limitation and without accounting to you in any way, including without limitation use in commerce or in marketing or advertising; and

b) to use any ideas, concepts, know-how, or techniques contained in such Submission for any purpose whatsoever and without accounting to you any way, including but not limited to for developing, manufacturing, and marketing products or services incorporating such Submission.

You agree to waive any applicable moral rights contained in your Submissions.

What if We Respond to Your Submissions through the Site? We may, at our sole discretion, provide and use functionality through the Site that allows us to respond to your Submissions, including in message boards or live interactive chat (collectively, "Responses"). Nothing we
communicate in a Response will be considered a legal agreement, representation, or warranty of any kind including but not limited as to our products, services, processes, decisions, or response times.

**What about Links to Other Sites?** Links to non-TD Bank sites ("Linked Sites") are provided solely as a convenience to you, and we have no control over the content of such Linked Sites. We make no warranties, either express or implied, concerning the content of Linked Sites, including the accuracy, completeness, reliability or suitability thereof for any particular purpose. We also do not warrant that Linked Sites or their content are free from any claims of copyright, trademark or other infringement of the rights of third parties or that such sites or content are devoid of viruses or other contamination. Links to non-TD Bank sites do not imply any endorsement of or responsibility for the opinions, ideas, products, information or services offered at such sites, or any representation regarding the content at such sites. Linked Sites may have different terms, privacy policies, and security. You should independently review the Linked Sites' terms, policies, and security to determine whether they are acceptable to you.

**Who Can Use the Site?** In order to use the Site, you agree, represent, and warrant the following:

- You are at least 13 years old (for all purposes);
- You are at least the legal age required for certain products and services (as defined in the additional terms for such product or service);
- You are not on any U.S. Government list of prohibited or restricted parties; and
- You are not attempting to access to the Site from any country under sanctions by the Office of Foreign Assets Control (OFAC).

**Note:** Information regarding which countries are under sanctions may be obtained on the U.S. Department of the Treasury website. Any attempt to log on to the Site from one of these countries may result in your access being restricted and/or terminated.

**What Restrictions Apply to Your Use of the Site?** We want our Site to be as open and inclusive as possible, but we also want it to be safe, secure, and in accordance with the law. So, except as otherwise expressly provided in these Terms, you agree to the following:

- **No Copying, Sublicensing, or Exercising Any Right Not Given.** You will not copy, reproduce, republish, upload, post, publicly display, encode, translate, transmit, or distribute in any way, including "mirroring", to any other computer, server, website or other medium any part of the Site for any reason without TD Bank's express prior written consent. Additionally, you will not sublicense or otherwise transfer any rights you may have under these Terms. TD Bank does not grant you any rights to the Site except for those that are expressly granted in these Terms.

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• **No Unauthorized Access.** You will not attempt to gain unauthorized access to any portion or feature of the Site, or any other systems or networks connected to the Site or to any TD Bank server, by hacking, password “mining,” or any other illegitimate means.

• **No Vulnerability Testing.** You will not probe, scan or test the vulnerability of the Site or any network connected to the Site, nor breach the security or authentication measures on the Site or any network connected to the Site.

• **No Visitor Tracking or Access to Others' Information.** You will not reverse look-up, trace or seek to trace any information on any other user of or visitor to the Site, or any other Customer of TD Bank, including any TD Bank account not owned by you, to its source, or exploit the Site or any Service made available or offered by or through the Site, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than your own information, as provided for by the Site.

• **No Unreasonable System Load.** You will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Site or TD Bank’s systems or networks, or any systems or networks connected to the Site or to TD Bank.

• **No Interference with Proper Operation.** You will not to use any device, software, routine, or other action to interfere or attempt to interfere with the proper working of the Site or any transaction being conducted on the Site, or with any other person’s use of the Site. You will not use the Site in any way that is likely to result in retaliation against TD Bank.

• **No Disguise or Impersonation of Identity.** You will not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal you send to TD Bank or others on or through the Site. You will not pretend that you are, or that you represent, someone else, or impersonate any other individual or entity.

• **No Unlawful or Otherwise Prohibited Use.** You will not use the Site for any purpose that is unlawful or prohibited by these Terms, or to solicit the performance of any illegal activity or other activity which infringes the rights of TD Bank or others. You will not use the Site in any way that violates any applicable federal, state, local, or international law or regulation.

**What Geographic and Other Limitations Apply to the Site?** Some aspects and functionality of the Site may not be available in all geographic areas. Additionally, without limiting any other provisions of these Terms, we reserve the right to deny access to any aspect of the Site if: your requested access or action is subject to legal process or other encumbrance restricting the action; you do not give proper, complete or correct instructions for the applicable product or Service, or you do not follow the procedures in this or any other agreement with us for requesting the product or Service; or we have reason to believe that you or someone else is using the Site in violation of these Terms.

**What May Disrupt the Site Availability and Who is Responsible?** Access to and use of the Site may from time to time be delayed, interrupted, or unavailable due to, among other things:

- Hardware failure, including failures of computers (including your own computer), servers, networks, telecommunication lines and connections, and other electronic and mechanical equipment;
- Software failure, including bugs, errors, viruses, configuration problems, incompatibility of systems, utilities or applications, the operation of firewalls or screening programs, unreadable codes, or irregularities within particular documents or other content;
• Overload of system capacities;
• Cyber-attack, including the introduction of malicious code by a third-party;
• Severe weather, earthquake, war, insurrection, riot, civil commotion, terrorism, act of God, accident, fire, water damage, explosion, mechanical breakdown, or natural disaster;
• Interruption (whether partial or total) of utility service, including power supplies;
• Stoppage (whether partial or total) of labor, including strike;
• Legal, regulatory, or governmental restrictions, including exchange rulings, court or tribunal orders, or other human intervention; or
• Any other cause whatsoever beyond the control of TD Bank (whether similar or dissimilar to any of the foregoing).

We shall not be liable for any claim arising from or related to any such delay, interruption or unavailability of the Site, for whatever reason. In the event of service disruption, your data may be lost or destroyed. Any Site action(s) that you initiated, were in the process of completing, or completed shortly before a system failure or interruption should be verified by you through means other than the Site to ensure the accuracy and completeness of such action(s). You assume the risk of loss of your data during any system failure or interruption and the responsibility to verify the accuracy and completeness of any transaction(s) so affected.

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Conflicts, Severability, and Waiver. These Terms are subject to any other agreements you have entered into with TD Bank, N.A. If any provision of these Terms is held invalid or unenforceable, the remaining provisions shall be unimpaired and the unenforceable provision will be deemed to be restated to reflect as nearly as possible the original intention underlying the
unenforceable provision. We can delay enforcing any of our rights under these Terms or in connection with the Site without losing them. We will not be deemed to have waived any of our rights under these Terms unless such waiver is in writing and signed by us. A waiver on any one occasion shall not be construed as a bar or waiver of any rights on future occasions.

**Governing Law and Remedies.** These Terms and their enforcement shall be governed by the laws of the United States and the laws of the State of Delaware, without regard to its conflicts of law or choice of law provisions. We reserve the right to seek all remedies at law and in equity for violations of these Terms, including the right to block access from a particular internet address to the Site.
ONLINE BANKING SERVICE AGREEMENT

This Online Banking Service Agreement (the "Agreement") governs the terms and conditions of your use of the Bank's online services available through the site provided to Customers of TD Bank.

In this Agreement, the following definitions apply:

The words "you" and "your" mean an Online Banking Customer and the words "we," "us," "our", "TD Bank" and the "Bank" mean TD Bank, N.A. The words "Loan Account" mean your Mortgage or Home Equity Loan and any other Loan Account you may have with us that was established primarily for personal, family or household purposes. In this Agreement we refer to "eligible" Loan Accounts. Eligible Loan Accounts are accounts that you will have access to through the Bank's online banking service. Therefore, in this Agreement, the use of the term "eligible" shall also mean that only certain Loan Accounts may be used for the transaction described. The words "user name" means an alphanumeric code that you select when applying for the Bank's online banking service. Your Loan Account and use of the Bank's online banking service are also governed by the Loan Disclosures, Promissory Note, and Loan Agreement, as they may be amended from time to time (collectively referred to herein as the "Account Agreement(s)"). Any terms that are not defined in this Agreement have the same meaning as in the Account Agreement(s).

a) General

You can use your user name, password, or other Bank issued access credentials, along with a personal computer or other Internet-enabled system or access device, to perform certain transactions described below.

You should never provide your user name, password, or other access credentials to a third party. If you do so, you are authorizing that party to access your personal information and the details of your Loan Account. Therefore, you are responsible for disclosing your personal information and the details of your Loan Account to that third party. as a result of you furnishing your user name, password and other access credentials to a third party. The Bank will not be liable and will not reimburse you for any losses that may occur as a result of this authorized use of your user name, password and other access credentials.

b) You Agree

By using the Bank's online banking service, you agree to the terms and conditions in this Agreement, and (after their effective date) any changes in such terms and conditions shall apply to the use of online banking by you and any others whom you have permitted to use your user name, password, or other access credentials to access the Bank's online banking Service. If you do not agree with these terms and conditions, you may not use the Bank's online banking service. By using the Bank's online banking service, you consent to the electronic transmission of personal financial information. Your consent will be deemed effective for as long as you use the Bank’s online banking service.

c) Access Requirements

In order to use the Bank's online banking service, you will need: (1) a personal computer (PC) or other Internet-enabled system, and any software and required equipment that can support the Internet browser described on our Browser Requirements page (hereinafter referred to as a
"Computer"), or (2) a mobile Internet-enabled access device, and any software and required equipment that can support the Internet browser described in the Hardware and Software section of the Electronic Communications Agreement (hereinfter referred to as a "Mobile Device"). You are responsible for the installation, maintenance and operation of your Computer or Mobile Device and all related charges. You are responsible for installing and maintaining appropriate virus protection on your Computer or Mobile Device. We are not responsible for any errors or failures caused by any malfunction of your Computer or Mobile Device, or your use of the Bank's online banking service. We are not responsible for any viruses, spyware, malware, worms or related problems that may be associated with your Computer or Mobile Device. We are also not responsible for any losses or delays in transmission of information that you provide to us or otherwise arising out of or incurred in connection with the use of any Internet or other service provider providing your connection to the Internet or any browser software. You are also responsible for all telephone, mobile remote access and other similar charges incurred in connecting to the Bank's online banking service and for charges by any Internet service providing connection to the Internet.

d) New Accounts

Eligible new Loan Accounts that you open with the Bank after your initial enrollment in online banking service may be enabled in online banking.

e) Authorizations

You must be an owner of a Loan Account in order to access the account through the Bank's online banking service. Each owner of a Loan Account is authorized to access all of the funds made available through Loan Account. We are entitled to act on instructions received using your user name, password and enhanced log-in security information, and you agree that the use of your user name, password and enhanced log-in security information will have the same effect as your signature authorizing the transaction. We reserve the right to deny Online Banking transactions if one of the following exceptions exists:

1. If the Bank's online banking service, your Computer or Mobile Device was not working properly.
2. If circumstances beyond our control prevent us from acting on instructions you send, despite reasonable precautions that we have taken (such circumstances include telecommunication outages or interruptions, postal strikes, delays caused by payees, fires, and floods).
3. If the service is subject to legal process or other encumbrance restricting our ability to act on your instructions.
4. If you do not give proper, complete or correct instructions for the service or request or you do not follow the procedures in this or any other agreement with us for requesting a service or request.
5. If your user name and/or password have been reported lost or stolen, or we have canceled or disabled your user name and/or password or the Bank's online banking service.
6. If we have reason to believe that you or someone else is using the Bank's online banking service for fraudulent or illegal purposes.

f) Online Transactions

Online Banking allows you to perform the following functions:

1. you can send and receive electronic mail (e-mail) to/from us;
2. you can get information on status of a pending Loan Account application; and
3. perform any of the other banking services currently offered or to be offered in the future. These features of Online Banking are limited to the extent, and subject to the terms, noted below:

1. Application Information - The Loan Account information that you access via the Bank's online banking service will generally be current as of the business day you obtain the information, unless another time is specified.

g) Customer's Responsibility
You are responsible for all transfers, payments and other transactions you authorize using the Bank's online banking service. If you permit other persons to use your user name and password to access the Bank's online banking service, you are responsible for any resulting actions we may take in response to the unauthorized individual transactions. We will not be liable for and will not reimburse you for any losses that may occur as a result of use of your user name, password, and enhanced log-in security answers by persons you have authorized. You are responsible for keeping your user name, password and account data confidential at all times.

(i) E-mail
Normal Internet e-mail transmissions may not be secure. You agree that if you send an email to us we cannot guarantee that it was transmitted securely.

h) Limit of Our and Other Provider's Responsibilities
We agree to make reasonable efforts to ensure the full performance of the Bank's online banking service. We will be responsible for acting only on those instructions which are actually received and cannot assume responsibility for malfunctions in communications facilities not under our control that may affect the accuracy or timeliness of messages you send. We are not responsible for any losses or delays in transmission of instructions arising out of the use of any Internet service provider, your connection to the Internet, your Computer or Mobile Device, or caused by any browser software.

Our sole responsibility for an error in a transfer will be to correct the error, but in no case, will we be liable for any indirect, special, incidental or consequential damages. Our liability is further limited as set forth in your Account Agreement(s).In states that do not allow the exclusion or limitation of liability for indirect, special, incidental or consequential damages, our liability is limited to the maximum extent permitted by applicable law. We are not responsible for any indirect, special, incidental or consequential damages arising in any way out of your use of the Bank's online banking service. We make no express or implied warranties concerning the Bank's online banking service, including but not limited to, any warranties of merchantability, fitness for a particular purpose or non-infringement of a third party's proprietary rights unless disclaiming such warranties is prohibited by applicable law. The Bank's online banking service gives you access to services and information which may be presented with a distinctive "look and feel." These services, information and "look and feel" are our proprietary property. You may not reproduce, sell or distribute all or any portion of the Bank's online banking service.

i) Disclosures of Account Information to Third Parties
In order that your privacy may be protected, we will not disclose any information about you or your Loan Account to any person, organization, or agency as described in the TD Bank Privacy Notice: [https://www.tdbank.com/exc/pdf/privacy_shareinformation.pdf](https://www.tdbank.com/exc/pdf/privacy_shareinformation.pdf)
j) Fees
You will not be charged for use of the Bank's online banking services. You are also responsible for all telephone, mobile remote access and other similar charges incurred in connecting to the Bank's online banking service and for charges by any Internet service provider providing connection to the Internet.

k) Ending the Bank's online banking service Agreement
You may end your rights to use the Bank's online banking service by notifying us in writing at TD Bank [Insert correct contact information] We may end your rights to use the Bank's online banking service for any reason and at any time without notifying you.

l) Calls to You
By providing your telephone number to us, you consent and agree that we may make telephones calls or send sms/text messages regarding your application and/or relationship with us to that telephone number or any updated telephone number that you provide (including cellular or other wireless telephone number), and that such calls and sms/text messages are not unsolicited for purposes of applicable law. Those telephone calls and sms/text messages may be automatically dialed and included prerecorded messages, and your service provider may charge you to receive them.

m) Amendments
We may amend or change this Agreement at any time by notifying you prior to the effective date of any amendment or change.

n) Hyperlinks
The Bank may elect to display one or more hyperlinks on its online banking service website from time to time. A hyperlink is any highlighted words or phrases in a document that allow the user to click through to another section of the same document or to another document on the World Wide Web. A hyperlink may allow you to click through to a third party website over which we have no control. The Bank specifically disclaims any responsibility for the content, products and services provided at linked third party websites. The Bank is not liable for any failure of the products or services advertised on third party websites. You should be aware that third party websites may have privacy policies that differ from the Bank's privacy policy; it is your responsibility to review privacy policies at the linked third party websites to determine whether those policies are acceptable to you. The linked third party websites may provide less security than the Bank's website.

o) Actions Beyond Our Control
We shall not be responsible for any occurrence, act or omission not within our reasonable control, including, without limitation, the inoperability or malfunction of any communications, computer or payment system, power outages, acts of God, war, labor difficulties, or actions of any government either in its sovereign or contractual capacity.